

STATE MS.-DESOTO CO.
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**KATHERINE S. PATRICK
LIVING TRUST AGREEMENT**BK 70 PG 399
W.E. DAVIS CUYLER

This Living Trust Agreement (this "Agreement") is made this 20 day of December, 1995 between Katherine S. Patrick (the "Grantor or Beneficiary") of Hernando, Mississippi and William F. Patrick III (the "Trustee") of Hernando, Mississippi. In consideration of the mutual covenants and promises set forth in this Agreement, the Grantor and the Trustee agree as follows:

I. PURPOSE. The purpose of this Agreement is to establish a Trust to receive and manage assets for the benefit of the Grantor during the Grantor's lifetime, and to further manage and distribute the assets of the Trust upon the death of the Grantor.

II. FUNDING OF TRUST. This Trust shall be funded with assets transferred to this Trust by the Grantor at the time of creating this Trust, or at any later time. This Trust may also receive property from any person or entity who is acting under the authority granted to that person or entity by the Grantor. It is also expected that this Trust may receive assets pursuant to the terms of the Grantor's Last Will and Testament.

III. MANAGEMENT OF TRUST ASSETS. The Trustee shall manage and distribute the trust assets for the benefit of the Beneficiary in accordance with the terms of this Agreement.

IV. DISTRIBUTIONS DURING THE GRANTOR'S LIFE. During the Grantor's life, the Trustee shall distribute all of the net income of this Trust to or for the benefit of the Grantor, or as the Grantor may designate. Such distributions shall be made at least Monthly. The Grantor may change the amount of distribution at any time by providing notice to the Trustee. Any excess income shall be added to the principal at the discretion of the Trustee.

A. Payments During a "Disability" of the Grantor. During any period that the Grantor has a "disability", the Trustee may pay to or for the benefit of the Grantor such amounts of income and principal as the Trustee believes in the Trustee's sole discretion to be required for (i) the Grantor's support, comfort and welfare, (ii) the Grantor's accustomed manner of living, or (iii) any purpose that the Trustee believes to be in the best interest of the Grantor.

B. Disability Defined. For the purposes of this Trust, "disability" shall mean a legal disability or the inability to provide prompt and intelligent consideration to financial matters by reason of illness or mental or physical disability. The determination of whether the Grantor has a disability shall be made by the Grantor's most recent attending physician. The Trustee shall be entitled to rely on written notice of that determination.

V. DEATH OF THE GRANTOR. Upon the death of the Grantor, and after the payment of the Grantor's just debts, funeral expenses and expenses of last illness, the following distributions shall be made:

A. Tangible Personal Property. Subject to the preceeding provisions of this trust, all jewelry, clothing, personal items, furniture, household furnishings, automobile(s), and other items of tangible personal property shall be distributed to the following beneficiaries in the percentages as shown:

40.00% to William F. Patrick, III, Hernando, Mississippi 38632

40.00% to Katherine Patrick Bridges, Simpsonville, South Carolina

20.00% to Cindy Carter Patrick, Hernando, Mississippi 38632

The share of any such beneficiary who does not survive the Grantor shall be added to the residuary assets of this Trust.

B. Residuary Assets. The residuary assets of this Trust shall be distributed to (or retained by) the following beneficiaries in the percentages as shown:

40.00% Distributed to William F. Patrick, III, Hernando, Mississippi. If this person or organization does not survive the Grantor or is not in existence, this share shall be distributed to Cindy Carter Patrick,

40.00% Distributed to Katherine Patrick Bridges, Simpsonville, South Carolina. If this person or organization does not survive the Grantor or is not in existence, this share shall be distributed to Tracy Hanks and Margaret Ables,

20.00% Distributed to Cindy Carter Patrick, Hernando, Mississippi. If this person or organization does not survive the Grantor or is not in existence, this share shall be distributed to William F. Patrick, III, Hernando, Mississippi.

VI. TRUSTEE POWERS. The Trustee, in addition to other powers and authority granted by law or necessary or appropriate for proper administration of the Trust, shall have the following rights, powers, and authority without order of court and without notice to anyone.

A. Receive Assets. To receive, hold, maintain, administer, collect, invest and re-invest the trust assets, and collect and apply the income, profits, and principal of the Trust in accordance with the terms of this instrument.

B. Receive Additional Assets. To receive additional assets from other sources, including assets received by bequest.

C. Standard of Care. To acquire, invest, reinvest, exchange, retain, sell, and manage estate and trust assets, exercising the judgment and care, under the circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital. Within the limitations of that standard, the Trustee is authorized to acquire and retain every kind of property, real, personal or mixed, and every kind of investment, specifically including, but not by a way of limitation, bonds, debentures and other corporate obligations, and stocks, preferred or common, that persons of prudence, discretion and intelligence acquire or retain for their own account, even though not otherwise a legal investment for trust funds under the laws and statutes of the United States or the state under which this instrument is administered.

D. Retain Assets. To retain any asset, including uninvested cash or original investments, regardless of whether it is of the kind authorized by this instrument for investment and whether it leaves a disproportionately large part of the estate or trust invested in one type of property, for as long as the Trustee deems advisable.

E. Dispose of or Encumber Assets. To sell, option, mortgage, pledge, lease or convey real or personal property, publicly or privately, upon such terms and conditions as may appear to be proper, and to execute all instruments necessary to effect such authority.

F. Settle Claims. To compromise, settle, or abandon claims in favor of or against the Trust.

G. Manage Property. To manage real estate and personal property, borrow money, exercise options, buy insurance, and register securities as may appear to be proper.

H. Allocate Between Principal and Income. To make allocations of charges and credits as between principal and income as in the sole discretion of the Trustee may appear to be proper.

I. Employ Professional Assistance. To employ and compensate counsel and other persons deemed necessary for proper administration and to delegate authority when such delegation is advantageous to the trust.

J. Distribute Property. To make division or distribution in money or kind, or partly in either, at values to be determined by the Trustee, and the Trustee's judgment shall be binding upon all interested parties.

K. Enter Contracts. To bind the Trust by contracts or agreements without assuming individual liability for such contracts.

L. Exercise Stock Ownership Rights. To vote, execute proxies to vote, join in or oppose any plans for reorganization, and exercise any other rights incident to the ownership of any stocks, bonds or other properties of the Trust.

M. Duration of Powers. To continue to exercise the powers provided in this Agreement after the termination of the Trust until all the assets of the Trust have been distributed.

N. Hold Trust Assets as a Single Fund. To hold the assets of the Trust, shares, or portions of the Trust created by this instrument as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trust shares need only be made on the books of the Trustee for accounting purposes.

O. Compensation. To receive reasonable compensation for the Trustee's services under this Agreement and be exonerated from and to pay all reasonable expenses and charges of the trust.

P. Methods of Distribution. To make payments to or for the benefit of any beneficiary (specifically including any beneficiary under any legal disability) in any of the following ways: (a) directly to the beneficiary; (b) directly for the maintenance, welfare and education of the beneficiary; (c) to the legal or natural guardian of the beneficiary; or (d) to anyone who at the time shall have custody and care of the person of the beneficiary. The Trustee shall not be obliged to see the application of the funds so paid, but the receipt of the person to whom the funds were paid shall be full acquittance of the Trustee.

VII. REVOCATION OR AMENDMENT. During the Grantor's life, the Grantor may revoke (in whole or in part) or amend this Agreement by delivering to the Trustee an appropriate written revocation or amendment, signed by the Grantor.

VIII. GOVERNING LAW. This Agreement shall be construed in accordance

with the laws of the State of Mississippi.

IX. PERPETUITIES SAVINGS CLAUSE. Despite any other provision of this Agreement to the contrary, the trust created by this Agreement shall terminate no later than 21 years after the death of the last to die of a class of persons to include the Grantor, the Grantor's spouse, if any, and any other beneficiary of this Agreement who is living on the date that this Agreement is signed.

X. SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Katherine S. Patrick

Signature - Katherine S. Patrick, Grantor

William F. Patrick III

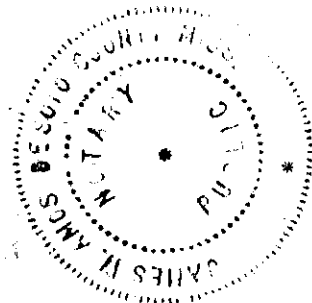
Signature - William F. Patrick III, Trustee

State of Mississippi)
County of DE SOTO) ss:

The preceding Trust agreement was subscribed, sworn to and acknowledged before me by Katherine S. Patrick, as Grantor, this 28th day of December, 1995, as the voluntary act of such person.

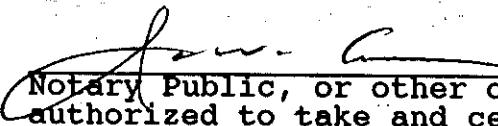
James W. Amos
Notary Public, or other officer
authorized to take and certify
acknowledgements and administer
oaths.

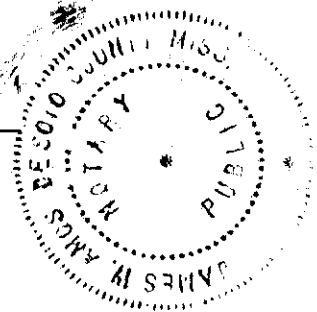
My Commission Expires
5/16/96



Prepared by: James W. Amos
2430 Caffery St.
Hernando, MS 38642
Ph. 601-428-7873

The preceding Trust agreement was subscribed, sworn to and acknowledged before me by William F. Patrick III; as Trustee, this 28th day of December, 1995, as the voluntary act of such person.


Notary Public, or other officer
authorized to take and certify
acknowledgements and administer
oaths.



My Commission expires
5/10/96